

Own a Piece of History

Aberdeen Post Office / Courthouse
102 4th Avenue SE
Aberdeen, South Dakota 57401-4309

Sale No. GSA-R-1545

Sale Begins: June 1, 2006



**U.S. GENERAL SERVICES
ADMINISTRATION**

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Aberdeen, South Dakota

The “Hub City”

Aberdeen, a city and the county seat of Brown County, South Dakota, USA. Aberdeen was settled in 1880 and incorporated in 1882. The city has a population of approximately 25,000 people.



GSA

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Important Notice

Bidders should read all pages and all sections of the Invitation for Bids (IFB) before making a bid.

GSA is not responsible for the accuracy of any IFB that was not obtained directly from the United States Government.

Bids for Real Property Purchase will be received continuously until sold at the GSA Real Property Disposal Division office in Fort Worth, Texas.

Bid checks will be deposited upon receipt, with a refund of the amount to the unsuccessful bidders upon award.

Bids must be made on the bid forms contained in this Invitation for Bids.

All bids must include a bid deposit as described in the Instructions to Bidders.

Credit card deposits must include the "Deposit by Credit Card" form included in this IFB.

The following information must appear in the lower left hand corner of the bid envelope:

Bid for Real Property

SALE #	GSA-R-1545
SALE DATE	On-Line Auction
SALE OFFICE	7PR

Property may be viewed on the Internet at: <http://propertydisposal.gsa.gov>.



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SALE OF GOVERNMENT REAL PROPERTY

INVITATION FOR BIDS

Aberdeen Post Office/Courthouse
102 4th Avenue SE
Aberdeen, SD 57401-4309

Bids for the purchase of the Government owned property described in the Schedule portion of this Invitation for Bids will be received continuously by the General Services Administration for Sale Number GSA-R-1545, by the General Services Administration Real Property Disposal Division, Room 8A10 of the Fritz Lanham Federal Building located at 819 Taylor Street, Fort Worth, Texas 76102-6103. As used therein "Government" shall mean the United States of America, acting by and through the Administrator of General Services.

BID REGISTRATION SHOULD BE SUBMITTED TO:

GENERAL SERVICES ADMINISTRATION
REAL PROPERTY DISPOSAL DIVISION - 7PR
819 TAYLOR STREET, ROOM 11B03
FORT WORTH, TEXAS 76102-6103

The property can be viewed and inspected on Open House dates printed in this IFB or as announced on GSA's web site. For additional information, please contact Erika L. Wilkins at **817-978-0743** or write to Real Property Disposal Division, (7PR), General Services Administration (GSA), 819 Taylor Street, Room 8A10, Fort Worth, TX 76102. **E-Mail Address** is **erika.wilkins@gsa.gov**.

This Invitation for Bids is issued subject to, and bids submitted pursuant to this Invitation for Bids must be in compliance with and subject to, the provisions of this Invitation for Bids, including the Schedule portion thereon, and (1) the Instructions to Bidders; (2) the General Terms of Sale; (3) the Special Terms of Sale, Invitation No. GSA-R-1545; and (4) the provisions of Bid Form and Acceptance, all of which are attached to this Invitation for Bids and by this reference made a part thereof.



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Location and Description:

Aberdeen Post Office/Courthouse
102 4th Avenue SE
Aberdeen, South Dakota 57401-4309

1.03 acres of land improved with a 4-story office building constructed in 1937, containing 59,205 gross square feet of space. Acquired by GSA in 1963. There are 40 outside parking spaces and a load dock at the rear of the building.

Utilities:

Public utilities are available including city water, sewer service, electricity and telephone service.

Electrical Service Contact:

NorthWestern Energy
125 S. Dakota Ave.
Sioux Falls, SD 57104
(605) 978-2908
www.northwesternenergy.com

Natural Gas:

NorthWestern Energy
125 S. Dakota Ave.
Sioux Falls, SD 57104
(605) 978-2908
www.northwesternenergy.com

Water Service Contact & Sewer Service Contact:

City of Aberdeen
Public Works – Utility Division
City of Aberdeen
123 S. Lincoln Water Treatment
Aberdeen, SD 57401
(605)626-7026

Telephone:

Northern Valley Communications
1700 W. Main
2211 8th Ave NE
Aberdeen, SD 57401
Phone: 605-725-1000 or
888-919-8945

Open House Date:

Open House Schedule will be posted on-line at [http://
auctionrp.com/auctions2](http://auctionrp.com/auctions2)

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SCHEDULE

I. The Offering

A. Legal Description

Lots Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11) and Twelve (12), Hagerty's Subdivision of Lots Eleven (11) and Twelve (12), Block Twenty-eight (28), First Addition to Aberdeen, South Dakota, according to the plat thereof on file and of record in the office of the Register of Deeds, Brown County, South Dakota, containing approximately 1.03 acres, more or less, with appurtenances and improvements thereto.

B. Continued Occupancy

This Property is subject to continued occupancy by the United States of America by and through the General Services Administration (GSA) for U.S. District Courts, Bureau of Indian Affairs, U.S. Attorneys, U.S. Marshals Service and U.S. Postal Service will require tenancy of the property, in whole or in part, through September 30, 2007. This sale is subject to the terms of the Continued Occupancy Lease & Option attached (Forms SF 3626, U. S. Lease for Real Property (Short Form)), Addi

tional Terms and Conditions, Standard Form 3518A – Representations and Certifications (Short Form) and SF3517A to this Invitation for Bids and made a part hereof.

C. Personal Property

All personal property on the subject sale property site is owned by the Government and is expressly excluded from this sale.

II. CERCLA Notices, Covenants and Reservations

Grantee **covenants** for itself, assigns and every successor in interest to the property herein described or any part thereof that it shall abide by each of the following covenants, each of which will be covenants running with the land. In addition, the United States of America shall be deemed a beneficiary of each of the following covenants without regard to whether it remains the owner of any land or interest therein in the locality of the property hereby conveyed and shall have a right to enforce each of the



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following covenants without regard to whether it remains the owner of any land or interest therein in the locality of the property hereby conveyed and shall have a right to enforce each of the following covenants in any court of competent jurisdiction; provided, however, the United States shall have no affirmative duty to any successor in title to this conveyance to enforce any of the following covenants herein agreed:

NOTICE Regarding Hazardous Substance Activity. Pursuant to 40 CFR 373.2 and Section 120(h)(3)(A)(i) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA)(42 U.S.C. §9620(h)(3)(A)(i)), and based upon a complete search of agency files, the United States gives notice that no hazardous substances have been released or disposed of or stored for one year or more on the Property.

A. CERCLA Covenant. Grantor warrants that all remedial action necessary to protect human health and the environment has been taken before the date of this conveyance. **Grantor** warrants that it shall take any additional response action found to be necessary after the date of this conveyance re-

garding hazardous substances located on the Property on the date of this conveyance.

1. This covenant shall not apply:

a) in any case in which **Grantee**, its successor(s) or assign(s), or any successor in interest to the Property or part thereof is a Potentially Responsible Party (PRP) with respect to the Property immediately prior to the date of this conveyance; **OR**

b) to the extent but only to the extent that such additional response action or part thereof found to be necessary is the result of an act or failure to act of the **Grantee**, its successor(s) or assign(s), or any party in possession after the date of this conveyance that either:

(1) results in a release or threatened release of a hazardous substance that was not located on the Property on the date of this conveyance; **OR**

(2) causes or exacerbates the release or threatened release of a hazardous substance the existence and location of which was known and identified to the applicable regulatory authority as of the date of this conveyance.



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(3) in the case of a hazardous substance(s) previously unknown by Grantor and Grantee as of the date of this conveyance but which is hereafter discovered by Grantee, its successor(s) or assign(s), or any party in possession and where after such discovery, Grantee, its successor(s) or assign(s), or any party in possession thereafter causes or exacerbates a release or threatened release of such hazardous substance(s).

2. In the event **Grantee**, its successor(s) or assign(s), seeks to have **Grantor** conduct or pay for any additional response action, and, as a condition precedent to **Grantor** incurring any additional cleanup obligation or related expenses, the **Grantee**, its successor(s) or assign(s), shall provide **Grantor** at least 45 days written notice of such a claim and provide credible evidence that:

a) the associated contamination existed prior to the date of this conveyance; and

b) the need to conduct any additional response action or part thereof was not the result of any act or failure to act by the **Grantee**, its successor(s) or assign(s), or any party in possession.

B. Access. **Grantor** reserves a right of access to all portions of the Property for environmental investigation, remediation or other corrective action. This reservation includes the right of access to and use of available utilities at reasonable cost to **Grantor**. These rights shall be exercisable in any case in which a remedial action, response action or corrective action is found to be necessary after the date of this conveyance, or in which access is necessary to carry out a remedial action, response action, or corrective action on adjoining property. Pursuant to this reservation, the United States of America, and its respective officers, agents, employees, contractors and subcontractors shall have the right (upon reasonable advance written notice to the record title owner) to enter upon the Property and conduct investigations and surveys, to include drilling, test-pitting, borings, data and records compilation and other activities related to environmental investigation, and to carry out remedial or removal actions as required or necessary, including but not limited to the installation and operation of monitoring wells, pumping wells, and treatment facilities. Any such entry, including such activities, responses or remedial

actions, shall be coordinated with record title owner and shall be performed in a manner that minimizes interruption with activities of authorized occupants.

III. Environmental Notices, Covenants, Conditions, Restrictions, & Agreements:

A. Notice of Lead-Based Paint for Non-Residential Real Property Constructed Prior to 1978

Grantee, for itself and its successors and assigns, acknowledges and agrees that every future purchaser of any interest in real property on which a building was built prior to 1978 will be notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. Grantee, for itself and its successors and assigns, further acknowledges and agrees that any future seller of any interest in residential real property is required to provide the buyer with any information on lead-

based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to converting the property to a residential dwelling.

B. Notice of the presence of asbestos— WARNING!

The Grantee is warned that the property contains asbestos-containing materials. Unprotected or unregulated exposures to asbestos in product manufacturing, shipyard, and building construction workplaces have been associated with asbestos-related diseases. Both the Occupational Safety and Health Administration (OSHA) and the Environmental Protection Agency (EPA) regulate asbestos because of the potential hazards associated with exposure to airborne asbestos fibers. Both OSHA and EPA have determined that such exposure increases the risk of asbestos-related diseases, which include certain cancers and which can result in disability or death.

1. Grantee is invited, urged and cautioned to inspect the property as to its asbestos content and



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condition and any hazardous or environmental conditions relating thereto. The disposal agency will assist Grantee in obtaining any authorization(s) which may be required in order to carry out any such inspection(s). Grantee shall be deemed to have relied solely on their own judgment in assessing the overall condition of all or any portion of the property including, without limitation, any asbestos hazards or concerns.

2. No warranties either express or implied are given with regard to the condition of the property including, without limitation, whether the property does or does not contain asbestos or is or is not safe for a particular purpose.

3. The description of the property set forth in the Conveyance Document and any other information provided therein with respect to said property is based on the best information available to the disposal agency and is believed to be correct, but any error or omission, including but not limited to the omission of any information available to the agency having custody over the property and/or any other Federal agency, shall not constitute grounds for any claim by the Grantee against the Government.

4. The Government assumes no liability for damages for personal injury, illness, disability or death, to the Grantee, or to the Grantee's successors, assigns, employees, invitees, or any other person subject to Grantee's control or direction, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with asbestos on the property which is the subject of this conveyance, whether the Grantee, its successors or assigns has or have properly warned or failed properly to warn the individual(s) injured.

5. The Grantee further agrees that in its use and occupancy of the property it will comply with all Federal, state, and local laws relating to asbestos.

C. Grantee covenants for itself, its assigns and every successor in interest to the Property herein described or any part thereof that it shall abide by each of the following covenants, each of which will be covenants running with the land. In addition, the United States of America shall be deemed a beneficiary of each of the

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following covenants without regard to whether it remains the owner of any land or interest therein in the locality of the property hereby conveyed and shall have a right to enforce each of the covenants herein in any court of competent jurisdiction; provided, however, the United States of America shall have no affirmative duty to any successor in title to this conveyance to enforce any of the following covenants herein agreed.

1. Grantee has inspected the described and conveyed property and has satisfied itself that the property is free of any hazardous substances or petroleum products or their derivatives, calcium hypochlorite, batteries and insecticides, and Grantee, for itself and its successors and assigns, covenant and agree to indemnify, protect, defend, save and hold harmless the United States of America, and its employees, officers, representatives, attorneys and agents, from and against any and all debts, duties, obligations, liabilities, suits, claims, demands, causes of action, damages, losses, cost and expenses (including without limitation, attorneys' fees and expenses and court costs) in any way relating to, connected with, and/or arising out of the discovery

of any hazardous substance(s) or petroleum product(s) or their derivatives, calcium hypochlorite, batteries and insecticides which may have contaminated the hereinabove and conveyed property after the date of the delivery of this conveyance, including but not limited to, any environmental response action, corrective action, or removal, monitoring, investigation, sampling, or testing in connection therewith.)

IV. FAA Covenant

Grantee covenants for itself, its successors and assigns and every successor in interest to the property herein described or any part thereof, that any construction or alteration is prohibited unless a determination of no hazard to air navigation is issued by the FAA in accordance with Title 14, Code of Federal Regulations, Part 77, entitled "Objects Affecting Navigable Airspace," or under the authority of the Federal Aviation Act of 1958, as amended.

V. Historic Preservation Covenant

The GRANTEE covenants for itself, its successors, and assigns and every successor in interest to the property hereby conveyed, or any part thereof, that the real property above described is hereby conveyed subject to the conditions, restrictions, and limitations hereinafter set forth which are covenants running with the land; and that the grantee, its successors, and assigns, covenants and agrees that in the event the property is sold or otherwise disposed of, these covenants and restrictions shall be inserted in the instruments of conveyance.

1. The structure situated on said real property will be preserved and maintained in accordance with plans approved in writing with the South Dakota State Historic Preservation Officer (SHPO), South Dakota State Historical Society, 900 Governors Drive, Pierre, SD 57501-2217.

2. No physical or structural changes or changes of color or surfacing will be made to the exterior of the structure and architecturally or historically significant interior features as determined by

the SHPO without the written approval of the SHPO.

3. Representatives of the South Dakota State Historic Preservation Office shall have the right to inspect the premises from time to time, upon reasonable notice, to determine whether the purchaser is in compliance with the terms of the agreement.

4. These restrictions shall be binding on the Parties hereto, their successors, and assigns in perpetuity. However, the SHPO may, for good cause modify or cancel any or all of the foregoing restrictions upon written application of the Grantee, its successors or assigns.

5. The acceptance of the delivery of a Deed conveying title to the property shall constitute conclusive evidence of the agreement of the Grantee to be bound by the conditions, restrictions, and limitations, and to perform the obligations herein set forth.

6. Any development, alterations, or substantial repairs of the property shall be in compliance with the Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings and development



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plans shall be approved by the SHPO for guidance in planning the development of the property. The SHPO will have 30 days to review and comment on any proposed work. If the Owner and SHPO are unable to agree on the proposed development, the Owner shall forward all documentation relevant to the dispute to the Advisory Council On Historic Preservation (ACHP) for further consultation.

7. In the event of a violation of this covenant, and in addition to any remedy now or hereafter provided by law, the General Services Administration, SHPO, or other interested party, may, following reasonable notice to the Grantee, institute a lawsuit to enjoin said violation, or to require the restoration of the condition of the improvements on the property at the former U. S. Post Office-Courthouse, Aberdeen, South Dakota, in accordance with the standards specified in this covenant. The successful party shall be entitled to recover all costs or expenses incurred in connection with such lawsuit, including all court costs and attorney's fees.

VI. Exceptions to title

This sale is made on the basis that the following described rights, titles and interests shall be reserved

unto the United States of America and its assigns from and out of the hereinabove described property and the final instrument of conveyance shall contain the following terms and provisions of **exception**:

- A. All existing permits, servitudes and rights-of-way for public streets, roads and highways, public utilities, electric power lines, electric transmission facilities, railroads, pipelines, ditches, conduits and canals on, over and across said land, whether or not of record.
- B. Terms, agreements, provisions, conditions and obligations as contained in U.S. Government Lease for Real Property Short Form.
- C. All existing interest(s) reserved to or outstanding in third parties in and to water rights, ditch and reservoir rights, as well as oil, gas, and/or minerals, whether or not of record.
- D. All other existing interests reserved by any grantor(s) in chain of title unto said grantor(s), their respective successors and assigns, which affect any portion of the Property interest(s) hereinabove described, whether or not of record.
- E. Any survey discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments, or protrusions, or any

overlapping of improvements which may affect the subject Property.

F. Existing ordinances or resolutions, special purpose district rules and regulations, including soil conservation district rules and regulations and water conservancy district rules and regulations, filed of public record and affecting all or any portion of the subject Property.

VII. Reservations of Title

A. This sale is made on the basis that the following described rights, titles and interests shall be reserved unto the United States of America and its assigns from and out of the hereinabove described property and the final instrument of conveyance shall contain the following terms and provisions of reservation:

1. SAVE AND EXCEPT, and there is hereby reserved unto the UNITED STATES OF AMERICA, and its assigns, all rights and interests which have been previously reserved to the United States in the Patent(s) which cover(s) the property.

2. SAVE AND EXCEPT and there is hereby reserved unto the UNITED STATES OF AMERICA, and its assigns, all rights and interests which have been previously re-

served to the UNITED STATES OF AMERICA under the terms and conditions of U.S. Government Lease for Real Property No. LSD14083 which encumbers the Property.

VIII. General Agreement

The Property is conveyed "as is" and "where is" without any representation or warranty on the part of Grantor to make any alterations, repairs or additions. Grantee, for itself and its successors and assigns, further acknowledges that Grantor has made no representations or warranty concerning the condition and state of repair of the Property nor has Grantor made any other agreement or promise to alter, improve, adapt or repair the Property not otherwise contained herein.



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SPECIAL TERMS OF SALE

I. Continued Government Occupancy, Lease & Lease Option

The Government currently has a need to occupy the Property for a period of up to 2 years from the date of conveyance. The Property may be leased from the successful Bidder through September 30, 2012, with a right of termination on or after September 30, 2009, whole or in part anytime by giving 60 days written notice under the terms and conditions of Lease LSD14083 contained in this Invitation for Bids. After the initial lease period has expired, the Government may pursue continued occupancy under mutually agreeable lease terms and conditions.

FY2006 FEDERAL OCCUPANCY REQUIRED

AGENCY	MONTHLY RENT PAYMENT	RENTABLE SQUARE FEET	OUTSIDE PARKING SPACE	ANNUAL RENT PAYMENT
DISTRICT COURTS	\$7,164.67	8,640	5	\$85,976.04
DISTRICT COURTS	\$ 974.00	1,204	0	\$11,688.00
BIA	\$ 936.25	1,159	2	\$11,235.00
BIA	\$1,131.25	1,121	0	\$13,575.00
BIA	\$1,607.17	1,636	0	\$19,286.04
USMS	\$1,686.58	1,628	2	\$20,238.96
US ATTYS	\$ 658.17	666	0	\$7,898.04
USPS	\$7,680.83	7777	3	\$92,169.96
BIA	\$5,458.00	5732	0	\$65,496.00
	TOTAL	29,563	12	\$327,563.04



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FY2007 FEDERAL OCCUPANCY REQUIRED

AGENCY	MONTHLY RENT PAYMENT	RENTABLE SQUARE FEET	OUTSIDE PARKING SPACE	ANNUAL RENT PAYMENT
DISTRICT COURTS	\$7,221.20	8,640	5	\$86,654.40
DISTRICT COURTS	\$ 981.90	1,204	0	\$11,782.80
BIA	\$ 945.61	1,159	2	\$11,347.32
BIA	\$1,139.00	1,121	0	\$13,668.00
BIA	\$1,616.67	1,636	0	\$19,400.04
USMS	\$1,702.08	1,628	2	\$20,424.96
US ATTYS	\$ 664.92	666	0	\$7,979.04
USPS	\$7,758.00	7777	3	\$93,096.00
BIA	\$5,516.33	5732	0	\$66,195.96
	TOTAL	29,563	12	\$330,548.52


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FY2008–2012 FEDERAL OCCUPANCY RE–

AGENCY	MONTHLY RENT PAYMENT	RENTABLE SQUARE FEET	OUTSIDE PARKING SPACE	ANNUAL RENT PAYMENT
DISTRICT COURTS	\$7,200.00	8,640	5	\$86,400.00
DISTRICT COURTS	\$1,003.33	1,204	0	\$12,040.00
BIA	\$ 965.83	1,159	2	\$11,590.00
BIA	\$ 934.17	1,121	0	\$11,210.00
BIA	\$1,363.33	1,636	0	\$16,360.00
USMS	\$1,356.67	1,628	2	\$16,280.00
US ATTYS	\$ 555.00	666	0	\$6,660.00
USPS	\$6,480.83	7777	3	\$77,770.00
BIA	\$4,776.67	5732	0	\$57,320.00
	TOTAL	29,563	12	\$295,630.00


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B. Bidder must completely fill in Standard Form 3881, "ACH Vendor/Miscellaneous Payment Enrollment Form", GSA Standard Form 3626, "U.S. Government Lease for Real Property (Short Form) – GSA Form 3517A, "General Clauses" as requested; and fill in all blanks an initial each page of GSA Form 3518A – "Representations and Certifications (Short Form)" as requested. All of the above are included in this Invitation for Bids, and by this reference made a part hereof.

C. Bidders debarred from entering into Federal contracts or are otherwise prohibited from participating in lease arrangements with the Government will be considered non-responsive and their bid rejected under the General Terms of Sale herein.

D. Award of lease will be made only after receipt of full purchase price from the awarded Offeror. Notification of award of sale and award of lease will be made under separate cover and both awards are dependent upon the other.

II. Related Personal Property

Certain related personal property is excluded from this Invitation for Bids and may be removed by the

Government, at its option, from the improvements herein described including, but not limited to: Magnetometer

III. Method of Payment – Bid Deposit

Paragraph 12 of Instructions to Bidders, requires a bid deposit to accompany each bid. The amount of such bid deposit must be at least \$100,000. This bid deposit amount serves as a reasonable starting point for the auction and it is not a reflection of the value of the property. The Government seeks to obtain fair market value for the property and reserves the right to reject any and all bids. Such bid deposit must be in the form of a cashier's check payable to the order of "*General Services Administration*," credit card and/or letter of credit. Credit card deposits must be made on the "Bid Deposit by Credit Card" form provided in this IFB.

Bidder's may opt to provide a \$1,000,000 irrevocable letter of credit and \$50,000 bid deposit. Bidder must submit the "Bid Form" form along with an Irrevocable

Letter of Credit in the amount of \$1,000,000. Please see Paragraph 13, Page 32, Instructions to Bidders for Online Auction for information on Irrevocable Letter of Credit requirements.

**IV. Method of Payment –
Balance of Purchase Price**

The balance of the purchase price shall be payable in full within 30 days of acceptance or at time of closing. Wire transfer of funds shall effect payment of the balance of the purchase price. Such wire transfer shall be initiated by the bidder by having its bank transmit the required monies by transmitting a funds transfer message to the United States Treasury. The format and procedure for transmitting the required wire transfer message to the United States Treasury will be provided to the purchaser upon acceptance by the Government of such bid.

V. Method of Award

Successful High Bidder(s) will be notified by letter that award has been made on the item(s) bid.



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GENERAL TERMS OF SALE

(GOVERNMENT REAL AND RELATED PERSONAL PROPERTY)

1. TERM - "INVITATION FOR BIDS"

The term "Invitation for Bids" as used herein refers to the foregoing Invitation for Bids, and its Schedule; the Instructions to Bidders; the General Terms of Sale set forth herein; and the provisions of the Special Terms of Sale, Bid Form, and Acceptance all as may be modified and supplemented by any addenda that may be issued prior to the time fixed in the Invitation for Bids for the opening of bids or conducting of an auction.

2. DESCRIPTIONS IN INVITATION FOR BIDS

The descriptions of the property set forth in the Invitation for Bids and any other information provided therein with respect to said property are based on information available to the GSA sales office and are believed to be correct, but any error or omission, including but not limited to the omission of any information available to the agency having custody over the property and/or any other fed-

eral agency, shall not constitute ground or reason for nonperformance of the contract of sale, or claim by purchaser for allowance, refund, or deduction from the purchase price.

3. INSPECTION

Bidders are invited, urged, and cautioned to inspect the property to be sold prior to submitting a bid. The failure of any bidder to inspect, or to be fully informed as to the condition of all or any portion of the property offered, will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid after the bid opening or auction.

4. CONDITION OF PROPERTY

The property is offered for sale and will be sold "As Is" and "Where Is" without representation, warranty, or guaranty as to quantity, quality, title, character, condition, size, or kind, or that the same is in condition or fit to be used for the purpose for which intended, and no claim for any allowance or



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deduction upon such grounds will be considered after the bid opening or conclusion of an auction.

5. ZONING

Verification of the present zoning and determination of permitted uses there under, along with compliance of the property for present or proposed future use, shall be the responsibility of the bidder and the Government makes no representation in regard thereto. The Government does not guarantee that any zoning information is necessarily accurate or will remain unchanged. Any inaccuracies or changes in the zoning information shall not be cause for adjustment or rescission of any contract resulting from this Invitation for Bids or Sales Agreement.

6. CONTINUING OFFERS

Each bid received shall be deemed to be a continuing offer after the date of bid opening or auction for 90 calendar days, unless the bid is accepted or rejected by the Government before the expiration of the 90 calendar days. If the Government desires to accept any bid

after the expiration of the 90 calendar days, the consent of the bidder shall be obtained prior to such expiration.

7. POSSESSION

a. The successful bidder agrees to assume possession of the property within 15 calendar days of a written request given by the Government after acceptance of his/her bid. Should the successful bidder fail to take actual possession within such period, bidder shall, nonetheless be charged with constructive possession commencing at 12:01 a.m., local time at the location of the property, on the 16th calendar day after such request by the Government. The word "possession" shall mean either actual physical possession or constructive possession.

b. Although by assuming possession under (a), above, the bidder incurs certain responsibilities and obligations under other conditions of this contract, such possession does not confer any right in the bidder either to make any alterations or improvements in or to the property or to use it for any purpose of his own without first



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obtaining the written approval of the Contracting Officer. Any such approval will be conditioned on the bidder paying to the Government for the privileges granted, for the period from the date of the approval to the date of conveyance, an amount equal to the interest for such interval of time on the unpaid balance of the purchase price. The interest rate shall be computed based on the yield of 10-year United States Treasury maturities as reported by the Federal Reserve Board in "Federal Reserve Statistical Release H.15" plus 1-½% rounded to the nearest one-eighth percent (⅛%) as of the date of bid acceptance.

8. TAXES

As of the date of assumption of possession of the property, or the date of conveyance, whichever occurs first, the successful bidder shall assume responsibility for all general and special real and personal property taxes which may have been or may be assessed on the property and to prorate sums paid, or due to be paid, by the Government in lieu of taxes.

9. RISK OF LOSS

As of the date of assumption of possession of the property, or the date of conveyance, whichever occurs first, the successful bidder shall assume responsibility for care and handling and all risks of loss or damage to the property and have all obligations and liabilities of ownership.

10. INSURANCE

a. In the event a bid to purchase on credit terms is accepted, the successful bidder shall procure and maintain insurance at bidder's expense during the term credit is extended effective as of the date of assumption of possession of the property or the date of conveyance, whichever occurs first, for the benefit of the Government in such kinds and amounts as may be required by the Government.

b. In the event a bid to purchase for cash is accepted and possession of the property is assumed by the successful bidder prior to the date of conveyance, the successful bidder shall procure and maintain insurance at bidder's expense,



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effective for the period from the date of assumption of possession to date of conveyance, for the benefit of the Government in such kinds and amounts as may be required by the Government.

Fire, extended coverage, and vandalism and malicious mischief insurance shall be maintained on the real and personal property covered by the bid, and such other property insurance as required to protect the Government's interest, and shall be in such amounts which, after taking into account the coinsurance provision, if any, of the insurance policies, will protect the unpaid indebtedness. All property insurance policies furnished in connection with credit sales shall be written in the name of the bidder, but shall name General Services Administration, as loss payee under a Standard Mortgage Clause (non-contributing) for real property and as a loss payee for personal property.

Insurance required by the Government shall be in companies acceptable to the Government

and shall include such terms and provisions as may be required to provide coverage satisfactory to the Government. The original insurance policies or binders of insurance for the required insurance shall be provided as of the date of closing of the sale and all insurance policies or binders shall include a thirty (30) calendar day notice of cancellation to GSA.

Information concerning insurance requirements will be furnished by the Real Property Disposal Division.

11. ANTITRUST LAWS

The contract made by acceptance of a bid by the Government may be transmitted to the Attorney General of the United States for his advice as to whether the sale would tend to create or maintain a situation inconsistent with the antitrust laws. The acceptance of any bid by the Government may be rescinded by the Government, in case unfavorable advice is received from the Attorney General, without liability on the part of the Government other than to return the earnest money

deposit without interest.

12. REVOCATION OF BID AND DEFAULT

In the event of revocation of a bid after the opening of bids or conducting of an auction but prior to acceptance, or in the event of revocation of a bid after notice of acceptance, or in the event of any default by the successful bidder in the performance of the contract of sale created by such acceptance, or in the event of failure by the successful bidder to consummate the transaction, the deposit, together with any payments subsequently made on account, may be forfeited at the option of the Government, in which event the bidder shall be relieved from further liability, or without forfeiting the said deposit and payments, the Government may avail itself of any legal or equitable rights which it may have under the bid or contract of sale.

13. GOVERNMENT LIABILITY

If this Invitation for Bids is accepted by the Seller and: (1) Seller fails for any reason to perform its obligations as set forth herein; or (2) Title does

not transfer or vest in the Purchaser for any reason although Purchaser is ready, willing, and able to close, Seller shall promptly refund to Purchaser all amounts of money Purchaser has paid without interest whereupon Seller shall have no further liability to Purchaser.

14. TITLE EVIDENCE

Any title evidence which may be desired by the successful bidder will be procured by him at his sole cost and expense. The Government will, however, cooperate with the successful bidder or his authorized agent in this connection, and will permit examination and inspection of such deeds, abstracts, affidavits of title, judgments in condemnation proceedings, or other documents relating to the title of the premises and property involved, as it may have available. It is understood that the Government will not be obligated to pay for any expense incurred in connection with title



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matters or survey of the property.

15. TITLE

If a bid for the purchase of the property is accepted, the Government's interest will be conveyed by a quitclaim deed or deed without warranty and/or, where appropriate, a bill of sale in conformity with local law and practice.

16. TENDER OF PAYMENT AND DELIVERY OF INSTRUMENT OF CONVEYANCE

The Government shall set a sale closing date, said date to be not later than 30 calendar days after acceptance of the bid. On the closing date, the successful bidder shall tender to the Government, by wire transfer, the balance of the purchase price. Upon such tender being made by the successful bidder, the Government shall deliver to the successful bidder the instrument, or instruments, of conveyance. The Government reserves the right to extend the closing date for a reasonable amount of time for purposes of preparing necessary conveyance documents. In any event, if possession was assumed by the

successful bidder prior to the date of conveyance, the successful bidder shall pay, in addition to the purchase money due, an amount determined in accordance with 7, above.

17. DELAYED CLOSING

The successful bidder shall pay interest on the outstanding balance of the purchase price if the closing of the sale is delayed, and the delay is caused, directly or indirectly, by the successful bidder's action and not by any action on the part of the Government. The interest rate shall be computed based on the yield of 10-year United States Treasury maturities as reported by the Federal Reserve Board in "Federal Reserve Statistical Release H.15" plus 1-½% rounded to the nearest one-eighth percent (⅛%) as of the date of bid acceptance. The Government reserves the right to refuse a request for extension of closing.

18. DOCUMENTARY STAMPS AND COST OF RECORDING

The successful bidder shall pay all taxes and fees imposed on this transaction and shall obtain at bidder's own expense and



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affix to all instruments of conveyance and security documents such revenue and documentary stamps as may be required by Federal and local law. All instruments of conveyance and security documents shall be placed on record in the manner prescribed by local recording statutes at the successful bidder's expense.

19. CONTRACT

The Invitation for Bids, and the bid when accepted by the Government, shall constitute an agreement for sale between the successful bidder and the Government. Such agreement shall constitute the whole contract to be succeeded only by the formal instruments of transfer, unless modified in writing and signed by both parties. No oral statements or representations made by, or for, or on behalf of either party shall be a part of such contract. Nor shall the contract, or any interest therein, be transferred or assigned by the successful bidder without consent of the Government, and any assignment transaction without such consent shall be void.

20. OFFICIALS NOT TO BENEFIT

No member of or delegate to the Congress, or resident commissioner, shall be admitted to any share or part of the contract of sale or to any benefit that may arise there from, but this provision shall not be construed to extend to the contract of sale if made with a corporation for its general benefit.



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Instructions to Bidders—Online Auction

1. TYPE OF SALE

The method of sale used here is an On-line Auction, which can also be described as a written auction. It is much like an oral auction except that instead of voice bids, electronic or written bids are submitted; and, instead of having to travel to attend the bidding, you can submit your bid by computer, fax or mail and increase your bid by either mail, fax or from your computer on the Internet from your home or office. Bidding will take place over a couple of weeks or until the property is sold. You can find out when new bids come in and what the high bids are by viewing our web page at www.auctionrp.com/auctions2.

2. BIDDING IN GENERAL.

Bids will be received until a high bid is awarded. All bids are irrevocable for 90 days from the date of receipt by the Government. The bid that represents the best value to the Government will be considered for acceptance.

THE GOVERNMENT RESERVES THE RIGHT TO REJECT ANY AND ALL

BIDS AT ANY TIME FOR ANY REASON.

3. REGISTERING BIDDERS, USER ID & PASSWORD

a. Registration is a 3-step process.

(1) Bidder must be registered online registration on our Internet sale site www.auctionrp.com.

(2) The Bid Form in this Invitation for Bids (IFB) must be filled out, signed and dated and delivered to the sales office identified in the IFB. Faxed Bid Forms are acceptable.

(3) A Bid Deposit must be received by the GSA sales office. The authorized Bid Deposit payment methods are by Cashier's Check or by Credit Card using the Bid Deposit by Credit Card Form in this IFB. Personal or business checks are NOT acceptable. Cash is not recommended.

b. Once the Bid Form, on-line registration, and bid deposit are received by the sales office, the bidder's User ID and Password from the online registration will



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be activated and electronic bids may be made. The bidder's User ID will be used to identify the bidders on the auction web page. Bidders assign their own User ID (limited to eight (8) characters) and Password. However, as this is a public forum, privacy of bidder names and addresses is not implied and may be released to third parties. If you do not register online, a User ID and Password will be assigned to you. The User ID must be on the bid form when submitting bid increases, by mail or fax. The User ID number will be used to identify the bidders on our auction web page, www.auctionrp.com/auctions2.

4. CONTINUOUS BIDDING RESULTS

The current high bid is available any time (24 hours a day) by viewing the auction at www.auctionrp.com/auctions2.

5. BID FORM

a. Bids must initially be submitted on the Bid Form accompanying this Invitation for Bids, and all information and certifications called for thereon must be furnished. Bids submitted in any other manner or which fail

to furnish all information or certifications required may be summarily rejected. Faxed bids are acceptable and may be modified or withdrawn by confirmed request prior to the time of award. Faxed bids will be entered into the online website. However, faxed bids are deemed valid only at time of entry into the online database, not when faxed. The High Bidder identified at the end of the sale shall provide an original, signed and dated Bid Form to the GSA sale office prior to closing.

b. Bid Forms shall be filled out legibly with all erasures, strikeouts, and corrections initialed by the person signing the bid and the bid must be manually signed.

(1) Check appropriate box for Initial or Increased Bid.

(2) Fill in Date of Bid line.

(3) Fill in Bid Amount in the space indicated.

(4) Check the appropriate Bidder circle whether bidding as an individual, trustee, partnership or corporation.



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(5) Fill in the Name, Address, and Phone Number section of the Bid Form.

(6) Sign and Date the Bid Form.

c. Bids must be submitted without contingencies.

d. Bids that are not submitted on GSA forms will be rejected.

e. Negligence on the part of the bidder in preparing and submitting the bid confers no right for withdrawal or modification of the bid after it has been received.

f. In submitting an initial bid, return the Bid Form (in duplicate) and bid deposit. Retain all other documents, including one copy of the Bid Form, for your record.

6. BID ENVELOPES

Envelopes containing bids must be sealed and addressed to the bid receiving office stated in this Invitation for Bids. The name and address of the bidder must be shown in the upper left corner of the bid envelope, and the invitation number and the phrase "Bid for Real Property" must be shown in the lower left corner of the envelope. No responsibility will at-

tach to any officer of the Government for the failure to open a bid not properly addressed and identified. Similarly, mailed bids will be entered into the online website. However, mailed bids are deemed valid only at time of entry into the online database, not when faxed.

7. INCREASING A BID ONLINE

If you learn from the web page that your bid is not the high bid, you can submit a higher bid until such time as bidding is closed. Increases in previously submitted bids are welcome and the bid deposit from your first bid will apply to subsequent increased bids. If your bid is not accurately shown on the web page, then you must call us at 817-978-2331. By submitting your bid through our web page, you are agreeing that your Internet bid is a binding offer subject to all the terms of this IFB.

8. INCREASING A BID BY FAX

a. Bids by fax may be made by using the Bid Deposit form in the bid package. By faxing your bid, you are agreeing that your faxed bid is a binding offer. Faxed bids must be completely filled out and signed. The fax number for in-



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increased bids or initial bids is (817) 978-2063.

b. Faxed bids will be entered into the online website. However, faxed bids are deemed valid only at time of entry into the online database, not when faxed.

c. A bid submitted by fax will only be accepted during business hours and must arrive at the place and by the date and time that the Government has specified as the deadline for receipt of bids. If a bidder chooses to transmit a bid by fax, the Government will not be responsible for any failure attributable to the transmission or receipt of the faxed bid, including, but not limited to, the following:

(1) Receipt of a garbled or incomplete bid;

(2) Availability or condition of the receiving facsimile equipment;

(3) Incompatibility between the sending and receiving equipment;

(4) Delay in transmission or receipt of bid;

(5) Availability of government personnel to enter the faxed bid;

(6) Failure of the bidder to properly identify the bid;

(7) Failure of the bidder to allow a reasonable amount of time for government to enter the faxed bid;

(8) Illegibility of bid; and

(9) Security of bid data.

d. If your fax bid is not reflected on the web page and your bid is higher than the announced bid, you must call the Sales Office at (817) 978-2331, for verification that your bid was received.

9. "SOFT CLOSE" BID SURVIVAL ROUTINE

a. The Government will announce a date for the receipt of final bids on the sale web page. On that date at 2:00 p.m. Central, a 24-hour clock starts for the High Bid. If the high bid on the announced date at 2:00 p.m. survives 24-hours without challenge, then bidding will close at the stated time and consideration for award will be given to the High Bidder. If an increased bid is received within



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24-hours, then bidding will be held over an additional 24-hours over an additional 24-hour, excluding weekends and Federal holidays, on the same terms. This process will continue until a bid remains unchallenged for the survival time. Bid survival times and dollar increments may be (reduced or increased) as determined by the Government.

b. Bidder agrees that notices of changes to the sale are satisfactory when made available on the sale web page at www.auctionrp.com/auctions2.

10. FINAL BIDS AND ENDING OR SUSPENDING THE SALE

Once bidding stops and a high bid has been determined, the high bidder will be considered for award of sale and the sale will be ended. There is no guarantee that the Government will accept the high bid. The Government reserves the right to stop the sale for any reason without award and start a new sale at any time. The Government may resolve bidding conflicts by determining who is the high bidder and/or high bid and re-open the bidding process

until bidding stops closes as described above in Paragraph 9. The Government may temporarily suspend a sale to resolve sale controversies and resume a sale at any time.

11. BID EXECUTED ON BEHALF OF BIDDER

A bid executed by an attorney or agent on behalf of the bidder shall be accompanied by an authenticated copy of his Power of Attorney or other evidence of his authority to act on behalf of the bidder.

a. *Corporation.* If the bidder is a corporation, the Certificate of Corporate Bidder must be executed.

(1) The certificate must be executed under the corporate seal by some duly authorized officer of the corporation other than the officer signing the bid. In lieu of the Certificate of Corporate Bidder, there may be attached to the bid copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.



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b. *Partnership.* If the bidder is a partnership, and all partners sign the bid, with a notation that they are all the partners, the Government will not ordinarily require any further proof of the existence of the partnership. If all the partners do not sign the bid, then the names of all those except limited partners must be furnished on the bid and the Government, in its discretion, may require evidence of the authority of the signer(s) to execute the bid on behalf of the partnership.

12. NOTICE OF SALE AMENDMENTS – CHANGES TO SALES TERMS

Bidder agrees that notices of changes to the sale are satisfactory when made available on the sale web page at <http://propertydisposal.gsa.gov>.

13. BID DEPOSIT TERMS – REGISTRATION

A bid deposit not less than the amount required by this Invitation for Bids must accompany each bid, as follows:

a. In the form of a cashier's check payable to the order of: *"General Services Administration"*. Failure to so provide

such bid deposit shall require rejection of the bid.

b. In the form of a credit card (Visa, MasterCard, American Express, Discover) and will be accepted only when accompanied by the Bid Deposit by Credit Card form provided in the Invitation for Bids. **CREDIT CARD DEPOSITS SUBMITTED WITHOUT THE "BID DEPOSIT BY CREDIT CARD" FORM WILL NOT BE REGISTERED UNTIL THE SALE OFFICE RECEIVES THE FORM.** Credit card deposits on rejected bids will be credited within 5 business days after rejection of the bid. Faxes of all required forms are acceptable.

c. Bidders may provide a Registration Deposit AND an Irrevocable Letter of Credit. The amount of the Registration Deposit and Letter of Credit are specified in the Special Terms of Sale. In addition to your Registration Deposit and Irrevocable Letter of Credit, you must also complete the enclosed "Bidder Registration and Bid Form for Purchase of Government Property" Form. Send the form with your Registration Deposit and Letter of Credit to:



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**U.S. General Services Administration
Property Disposal Division (7PR)
819 Taylor Street, Room 8A10
Fort Worth, Texas 76102
Attn: Erika L. Wilkins**

i. The Irrevocable Letter of Credit must meet all of the following requirements:

1. Be in the sample form provided on page 36;
2. Be in the amount of \$1,000,000.00;
3. Be issued from a bank chartered within the United States with branches in the Dallas/Fort Worth metropolitan area;
4. Be numbered for ease of reference;
5. Reference the GSA Invitation for Bid number;
6. Be irrevocable for 180 days to assure proper accumulation and presentation of documents required to demand payment;
7. Name the "United States of America" as beneficiary on the Letter of Credit;
8. Provide that payment shall be made on demand by the Government's Contracting Officer as partial payment for the purchase price of sale no. GSA-R-1545 of federal property located in Aberdeen, South Dakota.

ii. The Government will not pay

for any costs associated with obtaining the

Irrevocable Letter of Credit.

iii. Only upon GSA's receipt and verification of your Registration Deposit will you be able to bid online or by submission of a written or faxed bid.

iv. The Government will draw upon the full amount of the Letter of Credit with the issuing bank and the successful bidder agrees to deposit with GSA an additional amount, if any, which when added to the Registration Deposit and the Letter of Credit amount, will equal at least ten percent (10%) of the amount bid. Failure to provide such additional bid deposit within fifteen (10) calendar days of the Government's acceptance of an offer shall require rejection of the bid.

d. Upon acceptance of a bid by the government, the appropriate bid deposit of the successful bidder shall be applied toward payment of the successful bidder's obligation to the Government. Appropriate bid deposits accompanying bids that are rejected will be returned to bidders, without interest, within 10 business days after rejection of the bids.



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d. In the event of revocation of a bid after the opening of bids or conducting of an auction but prior to acceptance, revocation of a bid after notice of acceptance, any default by the successful bidder in the performance of the contract of sale created by such acceptance or failure by the successful bidder to consummate the transaction, the bid deposit, together with any payments subsequently made on account, may be forfeited at the option of the Government, in which event the bidder shall be relieved from further liability, or without forfeiting the said deposit and payments, the Government may avail itself of any legal or equitable rights which it may have under the bid or contract of sale.

e. Bid deposits accompanying bids that are rejected will be returned to bidders without interest.

f. Registration Deposits and Letters of Credit received from the two highest bidders will be held as stipulated in Paragraph 15. All other Registration Deposits and Letters of Credit will

be returned after the last day of the auction or upon written request to withdraw from the auction unless the bidder is the first or second highest bidder.

14. BID DEPOSIT TERMS – HIGH BIDDER 10% BID DEPOSIT

a. Within five (5) business days of acceptance of an offer by the Government, the successful bidder agrees to deposit an additional amount, if any, which when added to the registration deposit, will equal at least ten percent (10%) of the final amount bid. Failure to so provide such bid deposit within five (5) business days of the Government's acceptance of an offer shall require rejection of the bid as a default under the terms of Paragraph 12 of the General Terms of Sale herein.

b. Upon acceptance of a bid, the appropriate bid deposit of the successful bidder shall be applied towards payment of the successful bidder's obligation to the Government. The full balance of the purchase price is payable within thirty (30) calendar days after award. At the time of closing, all cash money paid by the Purchaser will be

credited, without interest, toward the total purchase price. Failure to so provide such payment within thirty (30) business days of the Government's acceptance of an offer shall require rejection of the bid as a default under the terms of Paragraph 12 of the General Terms of Sale herein.

c. Bid deposits received from the two highest bidders will be held as stipulated in Paragraph 15, Backup Bidder. All other registration deposits will be returned.

15. BACKUP BIDDER

The second-highest bidder will be the Backup Bidder. If the High Bidder is unable to consummate the transaction, the second highest bidder may then be considered for award. The Backup Bidder's deposit may be retained, without interest, for this purpose. The bid deposit of the second-high bidder will be returned by mail immediately after consummation of the transaction with the high bidder. In the event that the Government is unable to make an award to the highest or second-highest bidder, the Government

reserves the right to negotiate with the remaining bidders and make an award that is in the best interest of the Government

16. ACCEPTABLE BID

A bid received from a responsive bidder whose bid, conforming to this Invitation for Bids, will be most advantageous to the Government, price and other factors considered, is deemed to be an "acceptable bid." In the event two or more acceptable bids are received that are equal in all respects, the selection will be made by a drawing by lot limited to such equal bids.

17. NOTICE OF ACCEPTANCE OR REJECTION

Notice by the Government of acceptance or rejection of a bid shall be deemed to have been sufficiently given when announced on the Sales Office's web site, faxed, e-mailed, or regularly mailed to the bidder or his duly authorized representative at the address indicated in the Bid Form. The Government's processing of a bid deposit shall not, in itself, constitute acceptance of the bidder's offer. The Government



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reserves the right to reject any or all bids or portions thereof for any reason.

18. ADDITIONAL INFORMATION

The General Services Administration issuing office, at the address given in this Invitation for Bids will, upon request, provide additional copies of this Invitation for Bids, and answer requests for additional available information concerning the property offered to facilitate preparation of bids. Each bid submitted shall be deemed to have been made with full knowledge of all terms, conditions, and requirements contained in this Invitation for Bids and any amendments made thereto prior to award of sale.

19. WAIVER OF INFORMALITIES OR IRREGULARITIES

The Government may, at its election, waive any minor informality or irregularity in bids received.



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QUITCLAIM DEED

STATE OF _____ }
COUNTY OF _____ } KNOW ALL BY THESE PRESENTS:

THAT the UNITED STATES OF AMERICA acting by and through the Administrator of General Services (hereinafter sometimes called "GRANTOR"), under and pursuant to authority of the Federal Property Act, (40 USCS 541, et seq.) as amended, and rules, orders, and regulations issued pursuant thereto, for and in consideration of the sum of _____ (SALES PRICE) Dollars (\$ _____) duly paid by _____ (GRANTEE'S NAME) _____, _____ (GRANTEE'S ADDRESS) _____ the receipt of which is hereby acknowledged, hereby QUITCLAIMS unto the said _____ (GRANTEE'S NAME) (hereinafter sometimes called "GRANTEE"), his heirs and assigns, subject to the reservations, exceptions, covenants and conditions hereinafter set forth, all of its right, title, and interest in the following described property situated in the County of _____ (COUNTY) _____, State of _____ (STATE) _____, to wit:

(Property description, as contained in SCHEDULE, to be inserted.)

TO HAVE AND TO HOLD the foregoing property together with all and singular the rights, privileges, and appurtenances thereunto in anywise belonging unto said Grantee, his heirs and assigns forever, subject to the reservations, exceptions, covenants and agreements herein contained.

This quitclaim deed and conveyance is expressly made subject to the following reservations in favor of the United States of America, and its assigns: (Provisions and clauses of reservation, as set forth in the SCHEDULE, to be inserted).

This quitclaim deed and conveyance is expressly made subject to the following matters to the extent and only to the extent the same are valid and subsisting and affect the property: (Provisions as to exceptions and other provisions, as set forth in the SCHEDULE, to be inserted).

Grantee covenants for himself, his heirs, assigns and every successor in interest to the property herein described or any part thereof that it shall abide by each of the following covenants, each of which will be covenants running with the land. In addition, the UNITED STATES OF AMERICA shall be deemed a beneficiary of each of the following covenants without regard to whether it remains the owner of any land or interest therein in the locality of the property hereby conveyed and shall have a right to enforce each of the following covenants in any court of competent jurisdiction; provided, however, the UNITED STATES OF AMERICA shall have no affirmative duty to any successor in title to the Quitclaim Deed to enforce any of the following covenants: (Provisions of covenants as set forth in the SCHEDULE, to be inserted).

(Provisions and clauses of reservation, as set forth in SCHEDULE, to be inserted.)

(Provisions as to exceptions, as set forth in the SCHEDULE, to be inserted)

(Provisions of covenants as set forth in the SCHEDULE, to be inserted)

(Other provisions, as set forth in the SCHEDULE, to be inserted)

The interest quitclaimed hereby has been reported to the Administrator of General Services and has been determined to be surplus for disposal pursuant to said Federal Property Act 40 USCS 541 et, seq. and applicable rules, orders and regulations.

IN WITNESS WHEREOF, the United States of America has caused these presents to be executed this _____ day of _____, 2005.

UNITED STATES OF AMERICA
Acting by and through the
Administrator of General Services

WITNESSES:

By: SCOTT ARMEY
Regional Administrator
Greater Southwest Region
General Services Administration

(Appropriate Acknowledgment to be added)

GSA

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BIDDING TIPS

- **Make extra copies of the Bid Form.** If you win the bidding you will need to send in a bid form with your high bid and an original signature to the GSA sales office.
- **Bid deposits made by Cashier's Check should be made payable to "U.S. General Services Administration."**
- **Bidders should mail in (not fax) all the Lease Forms at Registration with original signatures, initials, and dates.**
- **At soft close, bids have to survive a stated time each day as designated.** Timing a bid does not improve the chances of winning the auction.
- **The Invitation for Bids or Lease forms may be amended at any time.** Amendments are announced on the GSA Sales website. Always contact the sales office if you think you don't have the most recent version of the bidding documents.



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BID FORM (Page 1 of 3)

FOR PURCHASE OF GOVERNMENT REAL PROPERTY
(TO BE EXECUTED AND SUBMITTED IN DUPLICATE-Photocopies
are acceptable)

Sale # GSA-R-1545

**Aberdeen Federal Post Office/Courthouse
102 4th Avenue SE
Aberdeen, SD 57401-4309**

Initial Bid ☐

Increase Bid ☐

Final Bid ☐

Please Check One

Property Code	Registration Deposit Amount	Letter of Credit Amount	Initial Bid Amount	Increased Bid Amount
SD-0527-1	\$100,000 or or \$50,000 with an irrevocable letter of credit	\$1,000,000		

The undersigned bidder hereby offers and agrees to purchase the property, as described in the accompanying Invitation for Bids, and as modified by any addenda or amendments, for the bid price entered above. The bid contained therein is made subject to the provisions of Invitation for Bids No. GSA-R-1545, including the Schedule, the Special Terms of Sale, the General Terms of Sale and the Instructions to Bidder - Online Auction, Environmental Notices and Covenants, Bidder Registration and Bid Form, and disclosure forms, all of which are incorporated herein as part of this bid.

In the event this bid is accepted, the instrument of conveyance should name the following as Grantee(s): _____

Indicate the manner in which title is to be taken (e.g. Husband and Wife, Joint Tenants, etc.) Include name of spouse, if applicable.

Bidder Represents that they operate as: (check the appropriate box)

- " an individual
- " an individual doing business as: _____
- " a partnership, consisting of: _____
- " a trustee, acting for: _____
- " a corporation, incorporated in the state of: _____

(If bidding as a corporation, the Certificate of Corporate Bidder, on back, must be executed and submitted in accordance with the Instructions to Bidders, Paragraph 11a., of this Invitation for Bids.)

BID FORM (Page 2 of 3)**Name and address of bidder:** *(type or print)*

Bidder Identification No. _____

Name: _____

Street: _____

City: _____ State: _____ Zip Code: _____

Telephone Number (_____) _____

Signature and Date

Signer's name and title *(type or print)***CERTIFICATE OF CORPORATE BIDDER**

To be completed by corporate official other than the person signing bid above,

_____, certify that I am _____
(Secretary or other official title)

of the Corporation named as bidder herein; that _____

who signed this bid on behalf of the bidder, was then _____
(Bidder's official title i.e. President)of the said Corporation; that said bid was duly signed for and on behalf of said corporation
by authority of its governing body and is within the scope of its corporate powers.

(SEAL)

Signature of Certifying Corporate Officer_____
Date

Bid Deposit by Credit Card

**To: General Services Administration
Real Property Disposal Division (7PR)
Attn: Erika Wilkins, Project Manager
819 Taylor Street, Suite 8A10
Fort Worth, TX 76102**

Fax Number: 817-978-2063

This form may be submitted by Fax.

Deposit Amount: \$100,000.00

By completing this form and signing the space provided below, applicant agrees to abide by the terms and conditions set forth in the Invitation for Bids No. GSA-R-1545. The applicant must be the authorized cardholder. The applicant agrees that his or her credit card account will be debited the full amount of the bid deposit, as specified in the Instructions to Bidders for Online Auction, paragraph 12, Bid Deposit Terms. In the event that applicant becomes the successful bidder, the bid deposit will be applied towards the purchase price for the property. In the event the applicant is not the successful bidder, the bid deposit will be credited to the credit account listed below.

Applicant's Last Name (please print): _____

First Name: _____ M.I.: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Visa _____ Master Card _____ Discover _____ AmEx _____

Card Number: _____ Expiration Date: _____

Driver's License #: State _____ /DL# _____

Name as it appears on card: _____

E-Mail Address: _____

Telephone Number: () _____ Fax Number: () _____

Signature: _____ Date: _____

Irrevocable Letter of Credit

[Letterhead of Issuing Bank]

[Note: As per the Invitation for Bid for Sale No. GSA-R-1545, the issuing bank must be chartered within the United States of America and have branches located within the Dallas/Fort Worth metropolitan area.]

Letter of Credit No. _____

Expiration Date: _____ [Date must be no less than 6 months after start of sale.]

We hereby establish this irrevocable stand-by-letter of credit no. _____ for the benefit of the United States of America ("Beneficiary") for the account of _____ ("Account Party") up to an aggregate amount of \$1,000,000 U.S. dollars available by presentation at _____ [bank's name and address] of the following documents:

1. This credit.
2. Beneficiary's signed draft at sight drawn on us, stating "Drawn under irrevocable stand-by-letter of credit no. _____, dated _____".
3. Beneficiary's statement on Beneficiary's letterhead signed by a Contracting Officer of Beneficiary, stating that: "The undersigned certifies that it is entitled to submit the accompanying draft under that certain [reference to bid package and purchase agreement between Beneficiary and Account Party], as the same may be amended from time to time.

Multiple drawings hereunder shall be permissible.

This letter of credit expires on _____, and is payable at the counters of _____ [insert issuing bank/conforming bank name and address].

We hereby engage with you that all drafts accompanied by documents drawn under and in compliance with the terms of this letter of credit will be duly honored upon presentation as specified. We waive the right to defer the honor of any such drafts presented by you.

This letter of credit is subject to the Uniform Customs and Practice for Documentary Credits (1993 revision) International Chamber of Commerce Publication No. 500 and, to the extent not inconsistent therewith, the laws of the State of Texas.



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[INSERT NAME OF ISSUING BANK]

By: _____

Name: _____

Title: _____

U.S. General Services Administration
Public Buildings Service
Real Property Disposal Division (7PR)
819 Taylor Street, Room 8A10
Fort Worth, TX 76102-6103

*Official Use Only
Penalty for Private Use \$300*

GSA